



# Evergreen Environmental Services

dedicated to the protection of the environment

To schedule a pickup, call

**800-972-5284**

6880 Smith Ave., Newark, CA EPA# CAD982413262  
16540 S. San Pedro St., Carson, CA EPA# CAD982413262

Send Payment to:

Evergreen  
P.O. Box 49065  
San Jose, CA 95161-9065

Wo Order **96421708**  
Bill of Lading

Customer **DOAI01**

## TIME OF SERVICE PAYMENT REQUIRED

### Pickup Location:

DOUGLAS AIRCRAFT  
19503 SOUTH NORMANDIE AVE  
TORRANCE, CA 90502

### Bill To:

ECOLOGY CONTROLS INDUSTRIES  
19500 SOUTH NORMANDIE  
TORRANCE, CA 90502

Contact: MARSHA 562/496-6524

Cross St:

| CUST NO.        |        | EPA NO.   | TERMS           |           | PURCHASE ORDER NUMBER |              |          | TERRITORY  |          |
|-----------------|--------|---|-----------------|-----------|-----------------------|--------------|----------|------------|----------|
| DOAI01          |        | CAD086510005  | TIME OF SERVICE |           | MARSHA                |              |          | 260        |          |
| REQ. DATE       |        | BOE NO.   |                 | Billgroup | OIL ROUTE             | PROFILE      | PROFILE  | PRINTED BY |          |
| 06/15/99        |        |   |                 |           | 4006                  |              |          | LEAL       | 11:38:06 |
| Quantity        |        | Item Description  |                 |           |                       | Manifest No. |          | Unit Price | Amount   |
| Reg.            | Pickup |   |                 |           |                       |              |          |            |          |
| 55              | 15     | Used Oil,Non-RCRA Hazardous Waste,Liquid [CA 221]Ind/Lub    |                 |           |                       | #            | 95295957 | 0.00       |          |
| 0               |        | Used Auto. Antifrz Non-RCRA Hazardous Waste, Liquid [CA134] |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | Oil Contaminated with Halogens [CA 221 F001/F002]           |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | Oil & Water, Non-RCRA Hazardous Waste, Liquid [CA221]       |                 |           |                       | #            |          | 0.00       |          |
| 1               |        | CHLOR-D-TECT FIELD TEST                                     |                 |           |                       |              | ppm      | 15.00      |          |
| 0               |        | GREASE SWEEP  |                 |           |                       | #            |          | 7.50       |          |
| 0               |        | HOUSEHOLD HAZARDOUS WASTE DAY                               |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | DIY USED OIL COLLECTION SERVICE                             |                 |           |                       | #            |          | 0.00       |          |
| 0.00            |        | HOURLY LABOR AND/OR TRANSPORTATION                          |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | TRANSFORMER OIL COLLECTION SERVICE                          |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | DRUM SET UP/ACCESSORIES                                     |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | SECONDARY CONTAINMENT DRUM SET UP                           |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | EMPTY DRUM  |                 |           |                       | #            |          | 0.00       |          |
| 0               |        | CONTAMINATED FUEL-COLLECTION SERVICES                       |                 |           |                       | #            |          | 0.00       |          |
| 0               | 15     | SURCHARGE   |                 |           |                       | #            |          | 0.10       |          |
| Detector Tested |        |   |                 |           |                       |              |          |            |          |

Detector Tested

ENTER ON RIGHT 190TH ST IMMEDIATE LEFT. TURN NEXT TO AUTO NATION  
YOU MUST CALL WITH ETA SO THEY CAN HAVE SOMEONE MEET YOU THERE

Industrial Service  
& Oil

Sample #

D-4

TSDf: EVERGREEN ENV SVC

16604 S SAN PEDRO ST

CARSON, CA 90746

CAD981696420

I acknowledge that I have read and agree to  
the terms on the reverse side of this form.

Driver

Date

Customer

Evergreen Environmental Services ("EES"), and Evergreen Oil Inc. (EOI) hereby notify Customer that numerous laws and regulations may apply to Customer's handling of its waste, including, without limitation, the requirements of Article 13 of Chapter 6.5 of Division 1 of the California Health and Safety Code (H & SC) Section 25250-25250.25 and Chapter 12 of Division 4.5, Title 22 of the California Code of Regulations (CCR) Sections 66262.1-66262.70, and that it is solely Customer's responsibility to identify and comply with any such requirements in storing and handling its waste. In collecting and manifesting Customer's wastes, EES/EOI in no way assumes Customer's responsibilities or obligations as generator of such waste or any liabilities attendant thereto. Any advice or guidance provided to Customer by any EES/EOI representative is intended solely to assist Customer's general understanding of applicable laws and regulations governing the collection services provided by EES/EOI pursuant to this contract, should not be relied upon by customer in making management decisions, and shall not give rise to any liability on the part of EES/EOI. Customer should direct regulatory advice questions to its own attorney or other qualified professional.

Customer represents and warrants that it is in compliance with all applicable laws and regulations regarding the generation, handling and storage of all wastes provided to EES/EOI. Customer further represents and warrants that all waste tendered to EES/EOI meets the definition of "used oil" pursuant to California H & SC 25250.1 or in the alternative, has been properly characterized pursuant to 22 CCR 66262.11 and identified to EES/EOI. Customer warrants that used oil contains less than 1,000 ppm halogens, less than 5 ppm polychlorinated biphenyl compounds (PCBs), and has a flash point greater than 100 degrees Fahrenheit. Customer has made this determination by testing the waste in accordance with applicable state and federal guidelines; or applying knowledge of the waste in light of the processes or materials used. EES/EOI hereby notifies Customer that EES/EOI, handling, manifesting, transport, storage, recycling treatment or disposal of Customer's waste is conducted in reliance upon Customer's compliance with these laws and regulations, including without limitation, Customer's proper characterization of its wastes.

Customer hereby understands and acknowledges that EES/EOI, intends to recycle Customer's used oil into a valuable product and, consistent with applicable law, may commingle Customer's used oil with used oil from other generators in transport trucks and/or storage tanks prior to any sampling of such used oil by EES/EOI, for the purpose of facilitating this recycling activity. Customer agrees that Customer shall be responsible for any and all damages, including, without limitation, the cost of cleaning equipment and disposing of commingled feedstocks, caused by any contaminants in Customer's waste (including, without limitation, polychlorinated biphenyls and other listed hazardous wastes) which render such waste unsuitable for recycling by EES/EOI, whether or not Customer had knowledge of such contaminants.

Customer agrees to indemnify, defend (with legal counsel acceptable to EES/EOI), and hold harmless, EES/EOI and its officers, directors, shareholders, employees, agents and successors, and assigns, from and against any and all claims, demands, damages, costs, and expenses (including, without limitation, costs of suit, reasonable attorney's fees, consulting fees and expert fees), response and disposal costs, penalties, fines and punitive damages (collectively "Liabilities"), whether in respect to death, personal injury, property damage, cleanup and removal expense, cost recovery contribution or otherwise, arising out of or in connection with Customer's breach of any representation, warranty or covenant set forth herein or Customer's handling, use, generation, characterization, storage, treatment or other management, transportation, or remediation of its wastes, except to the extent that such Liabilities were caused by EES/EOI negligence or other wrongful conduct.

In the event of any legal action arising out of any breach or alleged breach of this agreement or to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and related expenses, including arbitration and court costs.

Signator guarantees the payment of EES/EOI invoices in accordance with the standard terms on Net 7 days. If a purchase order is not issued, the employee authorizing the work to be performed guarantees that any invoices presented will be paid promptly.

Prompt payment is defined as payment in accordance with EES/EOI standard terms of Net 7. Invoice payment is not contingent upon payment by a third party. Interest on past due accounts will be charged at the rate of 1.5% per month until paid.

If EES/EOI employees arrive on-site and cannot perform work due to causes beyond Evergreen's control, standby fees will be charged at the EES/EOI normal billing rate.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of the work order on invoice, the prevailing party shall be entitled to recover attorney's fees and related expenses, in addition to any other relief to which that party may be entitled.

I hereby certify that all information in this and all attached documents contains true and accurate descriptions of the waste. All relevant information regarding known or suspected hazards associated with the waste has been disclosed. I also acknowledge that I have read and agree to the terms on this form.

Pursuant to CCR Title 22, Section 66264.12, Evergreen Oil, Inc. and Evergreen Environmental Services, have the appropriate permits for and will accept the waste manifested to EES/EOI facilities so long as it meets the approved acceptance criteria.